

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.: 22-CV-23662**

**ZEFLON LLC.,**

**Plaintiff,**

**v.**

**WORLD REACH HEALTH, LLC ,**

**Defendant.**

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**COMPLAINT**

Plaintiff Zeflon LLC (“Zeflon” or “Plaintiff”), as and for its Complaint against World Reach Health, LLC (“WRH” or “Defendant”), alleges and states as follows:

**Parties**

1. Plaintiff is a Delaware Limited Liability Company with its principal place of business in Miami Beach, Florida.
2. Plaintiff is informed and believes, and based thereon alleges, that Defendant is an Illinois corporation with its principal place of business in Rolling Meadows, Illinois.

**Jurisdiction and Venue**

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship of the parties and the amount in controversy is in excess of \$75,000.
4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b), in that all of the acts or omissions that give rise to the claims in this action occurred in this District and further have an effect herein.

**General Allegations**

5. Zeflon is a limited liability company who sold antigen kits throughout the United States during the pandemic.

6. Upon information and belief, Defendant is a purchaser and reseller of antigen kits in the United States.

7. In 2021, Plaintiff started selling antigen kits to Defendant.

8. At first, Plaintiff would send antigen kits, and Defendant would pay for them within a reasonable amount of time, and as of January 19, 2022, had paid for all the antigen kits Plaintiff had sold Defendant up until that date.

9. However, on or about January 31, 2022, and February 1, 2022, Defendant ordered \$1,147,680 worth of additional antigen kits from Plaintiff.

10. Plaintiff delivered all the antigen kits Defendant ordered to Defendant or its customer as requested by Defendant.

11. To date, Defendant has only paid \$850,000 from the outstanding balance of \$1,135,405, leaving an unpaid balance of \$285,405 remaining for the last eight months (as of the time of this writing).

**Count I**

**(Breach of Contract)**

**(By Zeflon Against Defendant)**

12. Zeflon incorporates by reference and re-alleges each and every one of the allegations in paragraphs 1 through 11 as if fully set forth herein.

13. Plaintiff delivered all of the antigen kits as required by the agreement with Defendant.

14. Although Defendant was obligated to pay for the antigen kits it received from Plaintiff, Defendant has failed to pay for the antigen kits in full.

15. Defendant's failure to satisfy the obligations under the Agreements constitute a breach of contract.

16. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered damages in the amount of at least \$260,655.

17. Accordingly, Plaintiff demands judgment against Defendants for damages in an amount no less than \$260,655, plus interest, costs, and for such other relief this Court deems just and proper.

**Prayer for Relief**

**WHEREFORE**, Plaintiff Zeflon prays for judgment against Defendant as follows:

**AS TO ALL COUNTS**

1. For general, compensatory, and consequential damages according to proof;
2. For costs of suit herein;
3. For reasonable attorney's and expert witness fees; and
4. For such other and further relief as the court deems proper.

Respectfully submitted,

/s/Menachem M. Mayberg  
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